



FAMILY LEGAL EXPENSES POLICY

December 2020

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DATA PROTECTION - Vasek Insurance

Vasek Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited. We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies. We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how **your** personal data is used, shared, disclosed and retained, **your** rights in relation to **your** personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/brokerage-privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle **your** data. Please ensure **you** review our Privacy Notice periodically to ensure **you** are aware of any changes.

If **you** are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to **you**, **you** shall ensure that **you** have obtained all appropriate consents, where required, tell them **you** are providing their information to us and show them a copy of this notice. **You** must not share personal data with us that is not necessary for us to offer, provide or administer our services to **you**.

Financial & Legal Insurance Company Limited Privacy Notice

We are Financial & Legal Insurance Company Limited, referred to as "we/us/our" in the notice. Our data controller registration numbered issued by the Information Commissioner's Officer is Z561011X. This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health. We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

Financial & Legal Insurance Company Limited's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <https://www.financialandlegal.co.uk/privacy-policy/> or request a copy by emailing us at info@financialandlegal.co.uk. Alternatively you can write to us at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No. 1 Lakeside, Cheadle, SK8 3GW.

HOW TO MAKE CLAIM

If **you** need to make a claim, please contact the **claims administrator**:

Lexelle Limited
PO Box 4428
Sheffield
S9 9DD

Telephone: 0114 249 3300
Email: assist@lexelle.com

LEGAL CLAIMS NOTIFICATION AND ADVICE HELPLINE SERVICE – 0114 249 3300

Alternatively, **you** can email assist@lexelle.com

In all correspondence please state that your insurance is provided by Financial & Legal Insurance Company Ltd and quote scheme reference:

F&LALP/09/2020

Please ensure that **we** or the Administrator receive full details of any claim under this policy no later than 180 days (14 days for Employment Disputes and Criminal Prosecution Defence) after the event giving rise to the claim.

INTRODUCTION TO YOUR FAMILY LEGAL EXPENSES POLICY

Introduction

This policy is evidence of a legally binding contract of insurance between **you** and **us**. **We** rely upon:

- The information **you** provided or which has been provided on **your** behalf when **you** took out insurance with **us**; and
- Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract.

You must read this policy and **schedule** together. Please check these documents carefully to make certain they give **you** the cover **you** want.

We agree to insure **you** under the terms, **condition(s)** and exceptions contained in this policy or in any endorsement applying to this policy. The insurance provided by the policy covers legal expenses arising from certain events that may occur within England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man during any **period of insurance** for which **you** have paid, or agreed to pay the premium.

Nobody other than **you** and **us** has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

The terms and **condition(s)** of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.

THE PARTIES INVOLVED IN YOUR INSURANCE

This Family Legal Expenses Insurance policy has been arranged by Auto Legal Protection Services and underwritten by Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No. 1 Lakeside, Cheadle, SK8 3GW.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority. Firm reference No: 202915. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Auto Legal Protection Services are authorised and regulated by the Financial Conduct Authority.

This is a "claims made" Insurance policy and only covers claims notified by the **insured** within the **period of insurance**. In return for the payment by the **insured** of the premium payable for this policy of insurance **we** will provide before the event legal expenses insurance on the terms set out below.

We have appointed Lexelle Limited to administer claims on **our** behalf, they are referred to as the **claims administrator** throughout this policy document.

POLICY CONDITIONS (ALSO SEE GENERAL TERMS AND CONDITIONS)

You must supply the **claims administrator** with a complete and truthful report of the facts giving rise to **your claim**, details of any potential witnesses, and provide the **claim administrator** with any documentary evidence in support of **your claim** as soon as possible from when **you** become aware of any claim or potential claim under this policy. **you** may report **your claim** by telephone or in writing, using the contact details set out above.

The **claims administrator** or **we** will make a preliminary assessment of the merits of **your claim**. If the **claims administrator** or **we** decide that **your claim** appears to be covered by **your** policy and there is a **reasonable prospect of success**, the **claims administrator** or **we** will appoint an **authorised representative** selected by them or **us** to act on **your** behalf in respect of **your claim**.

If **we** or the **claims administrator** consider it unlikely a reasonable settlement will be obtained, or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or **we/the claims administrator** decide **your claim** does not appear to have a **reasonable prospect of success**; then **we/the claims administrator** will tell **you**, and if requested by **you** provide confirmation in writing.

If **you** accept **our/the claims administrator's** advice, **your** entitlement to payment from **us** under this policy for **your claim** is at an end and **we** will be discharged from any liability to **you** in respect of that claim.

If **you** do not accept **our/the claims administrator's** advice, the **claims administrator** or **we** will instruct another **authorised representative** to advise whether **your claim** has a **reasonable prospect of success**. If the alternative **authorised representative** instructed advises that **your claim** does not have **reasonable prospect of success**, **we** will not be liable to pay **you** anything under the terms of this policy for that claim. If the alternative **authorised representative** instructed advises that there are **reasonable prospects of success**, **we** or the **claims administrator** will appoint the alternative **authorised representative** to act on **your** behalf in the pursuit of **your claim** and advise **you** accordingly. Any **authorised representative** will require **you** to enter into an agreement with them in order for them to act on **your** behalf.

We or the **claims administrator** will take over and conduct any **civil claim** for damages or compensation in **your** name for a claim accepted under this policy. The **authorised representative** nominated and appointed by **us** or the **claims administrator** will act on **your** behalf and **you** must accept the nomination. If **we** agree **legal proceedings** should be commenced through court or it is mandatory for **you** to be represented by a solicitor **you** may choose an alternative solicitor to act for **you** however, **you** must obtain **our/the claims administrator's** written agreement for them to become **your authorised representative**. **our/ the claims administrator's** agreement shall not be unreasonably withheld however **we** will only pay **professional fees** up to the amount that **we** would have paid an **authorised representative** appointed by **us/the claims administrator**.

If an **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf, or **you** without a good reason instruct the **authorised representative** to cease acting on **your** behalf, then **we** will not pay **you** anything under the terms of this policy and **our** liability under this policy for that claim shall cease immediately.

Where an **authorised representative** is appointed to act on **your** behalf by the **claims administrator** or **us** they are appointed in the performance of **our** obligations under the terms of this policy and not as an agent for **you**.

Where an **authorised representative** is instructed to act on **your** behalf, **you** and **we** will require them to comply with the **authorised representative's** obligations set out in this policy.

We or the **claims administrator** may require a barrister to advise whether in all the circumstances of **your claim**, to include whether an offer should be made or accepted in settlement of **your claim** or whether **your claim** should be pursued or continue to be pursued by **legal proceedings**.

If the **claims administrator** or **we** consider that **your claim** should be pursued by some means other than by **legal proceedings we/the claims administrator** will tell **you** in writing.

You should keep a complete record of all information **you** supplied to the firm that arranged **your** insurance with **us** and any other party who are involved in taking out or administering this insurance.

So that **you** understand what **you** are covered for, please read this policy and the **schedule** (which may make reference to endorsements) very carefully. **you** should pay special attention to the general exceptions and general terms and **conditions** of this policy.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify the **claims administrator** or **us** immediately.

IMPORTANT

If **you** fail to tell **us** or **you** delay telling **us** about an incident that may lead to a claim and this increases **our** claim costs, **you** will become liable to pay the additional costs. It may also invalidate **your** right to claim.

IMPORTANT INFORMATION ABOUT YOUR INSURANCE WITH US

Consumer Insurance (Disclosure and Representations) Act 2012 and the Insurance Act 2015

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the **claims administrator** may ask as part of **your** application for cover under the policy;
- b) make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Arbitration/Mediation

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action. If a disputed claim is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the claim as abandoned.

GDPR

Fraudulent claims/fraud

You must not act in a fraudulent way if **you** or anyone acting for **you**:

- a) fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- b) fails to reveal or hides a fact likely to influence the cover **we** provide;
- c) makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- d) sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- e) makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- f) makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge,
- g) if **your claim** is in any way dishonest or exaggerated.

We will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

DEFINITIONS

The words or phrases shown below have the same meaning wherever they appear in this policy (in bold) and **your schedule** and any endorsements.

Authorised representative	A solicitor, counsel, claims handler or other appropriately qualified professional person appointed and approved by the claims administrator or us to act on your behalf when a claim is made under this insurance.
Civil claim	Is a claim for damages or compensation falling within the civil jurisdiction of the courts within the territorial limits .
Claims administrator	Lexelle Limited.
Condition	Is an obligation that you must comply with as detailed in various sections of the policy. If you fail to comply with any condition then we will not be under any liability to pay you anything under the terms of this policy.
Defamatory	A written comment shared to the public that is untrue and has or is likely to cause serious harm to your reputation and financial loss.
Defendant's costs	Legal costs and expenses the insured or insured person is ordered to pay to another party that can be enforced against the insured in making a civil claim that has been pursued and accepted under this policy.
Free legal advice	Initial verbal legal advice over the telephone relating to a possible claim covered by this policy. No correspondence will be entered in to when utilising this service.
Insured(s)	The person named in the schedule to this policy.
Insured person(s)	The insured and any member of the insured's family residing at the principal home including civil partners and children for whom the insured their spouse or civil partner are the legal guardian.
LEA	The Local Education Authority covering the location of your principal home and where you must be registered on the electoral role.
Legal advice	Means any advice provided by our or the claims administrator's in-house legal advisors to assist you in your claim .
Legal assistance	Actions taken by the claims administrator and/or an authorised representative whilst pursuing your claim accepted under this policy including their professional fees .
Legal proceedings	A claim for damages or compensation pursued in a court of law within the territorial limits .
Maximum amount	£75,000, including a maximum of; <ul style="list-style-type: none">• £50,000 for any Employment dispute claims; and• £5,000 for Education claims; and• £5,000 for Identity theft claims; and• £1,000 for Jury service claims, in total, including professional fees and defendants costs , for one or more claims during a single period of insurance .
Period of insurance	The period stated in the schedule to this policy and in any event not exceeding 1 year from the start of the period of insurance .
Principal home	The property identified in the schedule to this policy that is the insured's only or principal home and where the insured person(s) are listed on the electoral roll. We may, after receiving a written request from the insured , accept a change of address however; the new address must continue to be the insured's only or principal home .

Professional fees	Legal fees and costs reasonably incurred by the authorised representative , with our or the claims administrator's prior authority. This includes disbursements if these are in respect of services supplied by a third party; that the services are distinct and separate from the services supplied by the authorised representative ; and that our or the claims administrator's prior permission has been obtained prior to incurring such disbursements.
Reasonable prospect of success	Your civil claim is deemed by us /the claims administrator/authorised representative to have at least 51% prospects of being successful and recovering your loss or enforcing any other remedy being sought.
Rehabilitation treatment	Means reasonable and necessary muscular skeletal non-surgical restorative treatment that is approved by the General Medical Counsel and recommended by a qualified medical practitioner and us , and requested by your authorised representative .
Schedule	The document that shows your details and the insurance provided that forms part of this contract of insurance.
Small claim(s)	A claim for damages or compensation which is or may if legal proceedings are issued be allocated to the small claims jurisdiction of the courts of England and Wales or the equivalent in Scotland, Northern Ireland, the Channel Islands and the Isle of Man.
Social media	Websites and Apps (applications) where registered users create and share content or to participate in networking.
Strict liability offence	Criminal offence that an insured person has or it is alleged to have committed without knowing a criminal offence was committed. The offence must not be deliberate or wilful and only includes offences where there is no need to establish a guilty mind /criminal intent in order to obtain a conviction.
Territorial limits	England, Wales, Scotland, Northern Ireland, Channel Islands and The Isle of Man.
Unoccupied	The principal home is not lived in by an insured person for 30 or more consecutive days or, a total of 90 or more days during the period of insurance .
We, our, us, insurer	Financial & Legal Insurance Company Limited.
You, your	The person named as the insured in the schedule to this policy or an insured person .
Your claim	A claim for costs, defendant's costs , legal assistance or legal advice covered under this insurance.

SECTIONS OF COVER

Subject to the terms, **conditions** and exclusions of this policy **your** Legal Costs and Expenses will be covered up to a maximum of £75,000 (including a maximum of £50,000 for Employment Disputes).

Section 1 – Free legal advice line

What is covered?

A **free legal advice** line is offered for advice on personal legal matters falling under the sections of cover provided by this policy. Please telephone: **0114 249 3300**.

What is excluded?

- a) this service only provides basic/generic **legal advice** over the telephone, no correspondence will be entered in to or considered;
- b) this service cannot be used instead of making a claim under this policy or instructing a solicitor or other representative to act or provide formal **legal advice**.

Section 2 – Personal injury

What is covered?

This section of cover will provide **legal assistance** to recover compensation should **you** suffer personal injury or death as a result of another person's negligence. This includes, but is not limited to negligent acts of surgery during a clinical or medical procedure. Cover is afforded for the **defendant's costs** of any claim **we** accept under this policy, which **you** become liable to pay.

Where **your claim** under this section of cover has been accepted, **we** may provide **rehabilitation treatment**.

What is excluded?

- a) any illness or bodily injury, which happens gradually or is not caused by a specific or sudden event;
- b) any claim relating to the failure or alleged failure to correctly diagnose a **condition**;
- c) any pharmaceutical related claim (including but not limited to tobacco products);
- d) any injury caused in a road traffic accident or other incident where **you** were the driver or passenger in a private motorised vehicle;
- e) rehabilitation costs relating to an injury or symptoms not relating to the claim accepted under this section and/or incurred without **our/the claims administrator's** written authority;
- f) any claim arising from a stress or mental/psychological related **condition**;
- g) a claim falling within the **small claims** Track Limits.

Section 3 – Employment disputes

What is covered?

Professional fees (up to £50,000) for **us** to negotiate for **your** legal rights concerning a claim against **your** employer for unfair or wrongful dismissal, redundancy or unlawful discrimination falling within the jurisdiction of an Employment Tribunal. Provided that:

- The matter is reported to the **claims administrator** within 14 days of **you** being made aware of the potential dispute;
- Full details including all documentation is provided within 7 days of reporting the claim.

What is excluded?

Situations where the dispute arises within the first 90 days of the first **period of insurance** unless **you** can provide evidence that **you** had equivalent cover immediately prior to the original inception of this policy without a break in the **period of insurance**.

Section 4 – Criminal prosecution defence

What is covered?

We will, reimburse the **professional fees** incurred with **our** consent in the successful defence of criminal **legal proceedings** brought against an **insured person**, relating to a **strict liability offence** because of any act or omission or alleged act or omission, including:

Magistrates' court representation

Professional fees incurred in representing an **insured person** at a Magistrates' court.

Crown court representation

A sum equal to any assessed income based contribution payable by the **insured person** towards **professional fees** incurred under the Crown court Means Testing scheme.

Provided that:

- The matter is reported to the **claims administrator** within 14 days of **you** being made aware of the potential prosecution;
- **Reasonable prospects of success** exist for the duration of the claim.

What is excluded?

- a) offences relating to a motor vehicle;
- b) where in **our** or the **authorised representative's** opinion there is not a genuine defence to the prosecution;
- c) the date of the alleged offence is not within the **period of insurance**;
- d) the offence relates to the **insured person's** business or profession;
- e) the offence relates to a claim under an insurance policy/claim for example fraud or misrepresentation;
- f) **Professional fees** incurred where all charges against the **insured person** are not dismissed or the **insured person** is not acquitted;
- g) the defence of any offence of deliberate and wilful criminal acts or Omissions;
- h) any matter where the **authorised representative** assesses that **reasonable prospects of success** do not exist;
- i) **Professional fees** required to be paid by an **insured person** more than the pre-conviction assessed income based contribution under the Crown court Means Testing Scheme following acquittal;
- j) assessed income based contributions payable by an **insured person** towards **professional fees** incurred under the Crown court Means Testing Scheme which exceed the **maximum limit**;
- k) any **professional fees** where the **insured person** fails to:
 - (i) apply for a Representation Order under the Crown court Means Testing scheme;
 - (ii) submit any required information under the Crown court Means Testing scheme;
 - (iii) comply with the terms of the Representation Order;
 - (iv) use a representative that can act under the terms of a Representation Order under the Crown court Means Testing scheme.
- l) the defence of any action, enforcement, or recovery of sums payable against an **insured person** under the terms of or for a breach of the terms and **conditions** of a Representation Order under the Crown court Means Testing scheme.

Section 5 – Tax protection

What is covered?

We will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a full enquiry by the HMRC into **your** personal tax affairs, if the full enquiry resulted from **your** work as an employee.

What is excluded?

- a) any enquiry involving/relating to any earnings outside **your** contracted full-time employment;
- b) self employed persons.

Section 6 – Jury service

What is covered?

We will pay the actual loss of **your** salary or wages (that are not legally recoverable from the **court** or **your** employer) for the time that **you** are off work whilst attending a court for Jury Service. The amount **we** will pay is based on the following:

- The time **you** are off work, **we** will work out to the nearest half day, assuming that a whole day is eight hours;
- If **you** work full time the salary or wages for each whole day equals 1/250th of **your** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- If **you** work part time the salary or wages will be based on the last six months average earnings;
- In any event **we** will not pay more than £100 a day or £1,000 in total for any one claim;
- Copies of wage/salary slips and **your** employment contract will be required to support any claim.

What is excluded?

- a) the first 5 days of such service;
- b) the policy only covers loss of salary or wages that would be paid by **your** employer if **you** had attended work, there is no cover for lost income or other losses suffered by a business or the Self Employed;
- c) there is no cover for loss of bonus or overtime.

Section 7 – Probate

What is covered?

The pursuit of claims by the **insured person** in respect of a probate dispute, disputing the validity of the will of the **insured person's** spouse, parents, grandparents, children, step-children or adopted children.

What is excluded?

- a) any disputes where a will has not been previously made, concluded, cannot be traced (intestate);
- b) any claim where the will subject to dispute does not fulfil the legal requirements for making a will, in that the will is either not in writing, or has not been signed by two witnesses in the presence of the person making the will, or has not been signed by or on behalf of the person making the will;
- c) the defence of any probate dispute.

Section 8 – Contract disputes

What is covered?

We will negotiate **your** legal rights in a dispute arising from an agreement, which the **you** have entered into for:

- The buying or hiring in of any goods or services; or
- The selling of any goods.

We will pursue or defend claims arising out of a dispute over a contract entered into by, or on behalf of an **insured person** for:

- Obtaining services;
- The purchase, hire, hire–purchase or sale of any personal goods.

Provided that:

- The agreement was entered in to by **you** during the **period of insurance**; and
- The amount in dispute is more than £100.

What is excluded?

- a) a contract entered into in connection with **your** profession, business, trade or employment;
- b) any contract where the dispute arises within the first 90 days of the first **period of insurance** unless **you** can provide evidence that **you** had equivalent cover immediately prior to the original inception of this policy without a break in the **period of insurance**;
- c) any contract under which a sum of money was due and payable more than 180 days before the claim was reported;
- d) any contract relating to any item or work carried out, in, on or for the benefit of land or buildings other than relating to **your principal home**;
- e) a lease, licence or tenancy of land or buildings;
- f) any dispute where **you** have failed to meet **your** obligations under the contract;
- g) a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement;
- h) construction/building work (including internal or external structural alterations) on any land, or designing, converting or extending any building;
- i) the sale or purchase of any land or building other than **your principal home**;
- j) any dispute with Local or Government Authorities;
- k) a contract involving a motor vehicle;
- l) advice, sale, cover or settlement payable under an insurance policy or other financial product/service;
- m) where the contract is not confirmed in writing;
- n) items/property bought or sold via auction;
- o) the item/Property has previously been repossessed;
- p) **professional fees** incurred and **defendant's cost** where **your** defence to a claim is not wholly successful.

Section 9 – Property protection

What is covered?

We will negotiate for **your** legal rights in a **civil claim** relating to material property (including **your principal home**), which is owned by **you**, following:

- An event which causes, or could cause, physical damage to such property;
- A nuisance or trespass.

What is excluded?

Any claim relating to the following:

- a) a contract entered into by an **insured person**;
- b) any building or land other than the **principal home**;
- c) someone legally taking **your** material property, whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority unless the claim is for accidental physical damage;
- d) work done by or on behalf of any government or public or local authority unless the claim is for accidental physical damage;
- e) a motorised vehicle;
- f) mining subsidence;
- g) defending any claim for property damage caused by **you**, but defending a counter claim resulting from a claim being pursued under this policy is covered;
- h) the first £250 of **professional fees** incurred following acceptance under this policy of **your claim** for nuisance or trespass. This is payable as soon as **we** accept the claim;
- i) any matter where the value of the loss is less than £100;
- j) the sale or purchase of any land or building;
- k) any matter that did not occur during the **period of insurance**.

Section 10 – Home sale/purchase

What is covered?

Pursuing claims arising out of a contract for the sale or purchase of the **principal home** entered into by the **insured** against:

- The vendor of the **principal home** including taking **legal proceedings** to obtain vacant possession in the event of continued occupation of **your principal home** by the vendor;
- A property valuer or surveyor acting on **your** behalf or on behalf of **your** mortgage lender;
- A solicitor or licensed conveyancer acting on **your** behalf;
- The removal firm contracted to move **your** household possessions;
- **Your** mortgage lender;
- A builder providing a warranty on the Home or any built-in domestic appliance;
- The public utility responsible for the connection of electricity, gas, water, sewage or telephone services in **your** Home.

What is excluded?

Any claim relating to the following:

- a) claims arising in respect of any property purchased or, sale of any property that commenced or was completed before the commencement of this policy;
- b) claims arising from the purchase of any property which is not the **insured's principal home**;
- c) any claims where the amount in dispute is less than £500;
- d) any claim arising from the failure to complete the purchase of the Home when the **insured person** decides to withdraw from the transaction;
- e) incidents which occurred or existed before the commencement of this policy.

Section 11 – Travel consumer disputes

What is covered?

Pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by **you** for the purposes of undertaking a holiday in order to seek compensation and or implementation of the contract from the following:

- **Your** tour Operator or Holiday Company;
- **Your** Travel Agent;
- A Car Hire company with whom **you** have pre-booked a vehicle;
- An Airline, Ferry, Train, Cruise liner or Coach Operator;
- A Hotelier or Property Owner.

Subject to the cause of action arising within Europe and where **legal proceedings** are able to be brought in a Court within the **territorial limits**.

What is excluded?

- a) any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150;
- b) an event not reported to the **claims administrator** within 30 days of returning from the Holiday subject to the dispute;
- c) **professional fees** and expenses which a court of Criminal Jurisdiction orders to be paid;
- d) actions pursued in order to obtain satisfaction of a judgement or legally binding decision;
- e) the **insured person's** travelling expenses, subsistence allowances or compensation for absence from work;
- f) any claim where the event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance;
- g) claims for travel outside of Europe.

Section 12 – Education

What is covered?

Appealing against the decision of a Local Education Authority (**LEA**) arising out of the **LEA's** failure to comply with its published admission policy, resulting in the refusal to accept the **insured person's** child or children at the state school of their preference, subject to a Claim Limit of £5,000 any one claim.

What is excluded?

Excluding claims:

- a) arising where acceptance at the school involves examinations or other selection criteria;
- b) involving schools which are not state schools falling under the **LEA's** jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the **LEA**;
- c) arising prior to the submission of an application to the school or **LEA**;
- d) arising where the **LEA's** refusal occurred within the first 6 months of the first **period of insurance**;
- e) where the procedure for appealing against the decision to refuse a place at the school has not been followed;
- f) where the child has been expelled, suspended or permanently excluded from another school;
- g) for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

Section 13 – Identity theft

What is covered?

This section of **your** policy provides cover to reimburse the reasonable costs **you** incur whilst reinstating and correcting any wrongful debt or data recorded against **you** caused by another party not authorised to act on **your** behalf stealing and using **your** identity.

Where **your** identity has been used by another person without **your** authority or knowledge, which has resulted in **you** allegedly being responsible for debt, financial loss or it effects **your** credit rating **we** will:

- Reimburse **your** costs reasonably incurred in resolving the issues up to the maximum sum of £5,000 (costs will need to be evidenced e.g. via bills or invoices).

You must obtain **our** agreement prior to incurring any costs in excess of £250. **We** will pay **your** lost salary or wages for the time that **you** are unable to work whilst attending court or the Police, that are not payable by or recoverable from the court or **your** employer. Copies of **your** wage/salary slips and **your** employment contract will be required to support any claim.

The amount **we** will pay is based on the following:

- The time **you** are off work. **We** will calculate this to the nearest half day, assuming that a whole day is eight hours;
- If **you** work full time the salary or wages for each whole day equals 1/250th of **your** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- If **you** work part time the salary or wages will be based on the last six months average earnings.

In any event **we** will not pay more than £100 a day.

Conditions relating to identity theft

Failure to adhere to the follow may result in **your claim** for cover under the Identity Theft being rejected.

Within 24 hours of discovering **your** identify has/may have been stolen **you** must:

- (i) contact all **your** bank or other financial institution/payment or credit card providers to inform of the theft/potential theft
- (ii) cancel all affected payment/credit cards
- (iii) freeze any affected account and cancel any connected cards
- (iv) report the matter to the police and obtain a crime reference number
- (v) take all reasonable steps to minimise any loss or further damage to **your** identity/credit rating or potential liability

What is excluded?

- a) where the Identity Theft relates to **your** business, profession or occupation;
- b) correcting errors in **your** personal data not caused by the theft of **your** identity;
- c) there is no cover for lost income or other losses suffered by a business or a self-employed person;
- d) there is no cover for loss of bonus or overtime;
- e) where the matter has been caused by **your** failure to safeguard personal information, PIN numbers or passwords, this includes where **you** pass such information to the identity thief via email, or telephone.

Section 14 – Social media defamation

What is covered?

Following **defamatory** comments made about **you** through a **social media** website, the **claims administrator** will:

- a) contact the provider of the **social media** website requesting that the comments are removed.
- b) write one letter requesting that the **defamatory** comments are removed from the **social media** website, where the identity of the author responsible for the **defamatory** comments is known.

What is excluded?

Claims where **you** are not aged 18 or over.

GENERAL EXCLUSIONS

These general exceptions apply to the whole of the insurance. **Your** insurance does not cover:

- a) divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief or affiliation, custody, guardianship, parental or other access rights;
- b) disputes between any **insured person(s)** and / or any family members or persons related to an **insured** by blood or marriage not residing at the **insured's** address. This provision does not apply to section 7 of **your** cover;
- c) patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidential agreements;
- d) any venture for gain undertaken outside of an employment contract;
- e) directorship, partnership disputes or disputes relating to the allocation of shares;
- f) verbal contracts;
- g) claims in respect of any matter that was not caused by a specific or sudden incident/event;
- h) losses where they are covered by another policy of insurance;
- i) for an incident which:
 - (i) occurred outside of the **territorial limits**; or
 - (ii) did not occur during the **period of insurance** stated in the **schedule**; or
 - (iii) which prior to the **insured** period the **insured person** knew or should have known was likely to occur
- j) for any claims caused by contributed to, by or arising from:
 - (i) ionising radiation or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel;
 - (ii) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof;
 - (iii) terrorism, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution insurrection, military force or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority;
 - (iv) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed;
 - (v) notwithstanding any provision to the contrary within this policy or endorsement thereto, it is understood that, this policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data for any cause whatsoever (including but not limited to Computer Virus) nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- k) any sum **you** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a **court** in criminal proceedings;
- l) prosecutions which allege dishonesty or violence; or
- m) claims made against **us**, the **claims administrator**, or the firm that arranged and placed **your** insurance with **us**.

Your insurance does not cover **professional fees** and/or **defendant's costs**:

- a) of a **small claim**;
- b) incurred in claiming damages or compensation in respect of loss or damage covered by another policy of insurance;
- c) where, in **our/the claims administrator's** opinion, the value/amount in dispute is disproportionate to the time and **professional fees** involved in its pursuit;
- d) in excess of those recoverable under the Civil Procedure Rules or other agreement between the parties;
- e) where **we** have agreed someone other than **our** nominated **authorised representative** may act for **you**, **we** will not pay any sums in excess of what **we** would have paid to an **authorised representatives** that **we** would have appointed to undertake the same work;
- f) incurred before **we** have received full details of/for any event or claim or before **we** have accepted **your claim**;
- g) over and above the **maximum amount** payable under this insurance in any one **period of insurance**;
- h) where, in **our**, the **claims administrator's** or the **authorised representative's** opinion, **your claim** does not have a **reasonable prospect of success**;
- i) where **your** defence is not wholly successful;
- j) for claims incurred after **you**, **we** or the **claims administrator** have received professional advice to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **your claim**, or professional advice not to pursue or continue to pursue **your claim** by **legal proceedings**;
- k) incurred after **we** or the **claims administrator** have told **you** that **we** consider **your claim** should be pursued by means other than by **legal proceedings**;
- l) for any appeal made without **our** or the **claims administrator's** consent in writing, or after receiving **Our** or their written consent, incurred after **You** have received professional advice that the appeal does not have a **reasonable prospect of success**;
- m) where **you** have failed to comply with a **condition** or the terms and **conditions** of this policy of insurance;
- n) where the **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf or represent **you**;
- o) where **you**, without a good reason, instruct the **authorised representative** to cease acting for or representing **you**;
- p) for claims which arise from a criminal act, intention or omission by an **insured person**;
- q) **we** will not pay for expert or other evidence required to establish that **your** potential claim meets the requirements of the policy;
- r) for applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action.

If **you** or any person acting on **your** behalf submits a claim or makes a request for payment, knowing, or where **you** should have known it to be false, fraudulent, exaggerated, or untrue then this policy will become void, no premium will be refundable and **we** shall be entitled to recover any monies previously paid. **We** may also share this information with the appropriate law enforcement authorities.

GENERAL TERMS AND CONDITIONS

These general terms and **conditions** apply to the whole of the insurance. **You** must comply with the following obligations each of which is a **condition** of this policy:

- a) ensure that **we** or the **claims administrator** receive notification of any event which may give rise to a claim under this policy as soon as possible;
- b) ensure that **we** or the **claims administrator** receive full details of any claim under this policy no later than 180 days (14 days for Employment Disputes and Criminal Prosecution Defence) after the event giving rise to the claim;
- c) provide any information requested by **us**, the **authorised representative** or the **claims administrator** as soon as possible;
- d) take steps, where possible, to minimise **professional fees** or **defendant's costs** which **we** may be liable to pay under the terms of this insurance;
- e) ensure any claim **you** make is an honest claim and not one which is false or fraudulent;
- f) ensure that **your claim** is not prejudiced by any action or inaction on **your** part.

You will always co-operate with **us**, the **authorised representative** and the **claims administrator** at all times.

The authorised representative's obligations

The **authorised representative**, **we** or the **claims administrator** appointed to act on **your** behalf must:

- a) provide **you** and the **claims administrator** on **our** behalf with a reasoned assessment in writing of the prospects of success in **your claim** and an estimate of the likely costs of pursuing **your claim** as soon as practicable and in any event within 28 days of accepting instructions to act on **your** behalf;
- b) notify **you** and the **claims administrator** on **our** behalf immediately in writing of any proposal made in settlement of **your claim** or any part 36 offer or part 36 payment made in respect of **your claim**, together with their advice as to whether the proposal, part 36 offer or part 36 payment should be accepted;
- c) notify **you** and the **claims administrator** on **our** behalf immediately in writing of any change in their assessment of the prospects of success in **your claim**;
- d) provide the **claims administrator** on **our** behalf with such information as they may require from time to time about the progress of **your claim**;
- e) provide the **claims administrator** on **our** behalf with a written report at 6 monthly intervals from the date instructions to act on **your** behalf were accepted by the **authorised representative**, as to the progress of **your claim** and any change in the prospects of success in **your claim** or the likely cost of pursuing **your claim**;
- f) deal with **your claim** in such manner as **we** or the **claims administrator** require from time to time;
- g) obtain the **claims administrator's** or **our** consent in writing before undertaking any of the following:
 - (i) issuing **legal proceedings** on **your** behalf;
 - (ii) instructing counsel, leading counsel or an expert witness on **your** behalf;
 - (iii) Making an appeal against any order of the court made in **legal proceedings** issued on **your** behalf;
 - (iv) Withdrawing, discontinuing or settling **your claim** in a way which may give rise to a liability on **our** part to pay **defendant's costs** under this policy;
 - (v) Entering into any agreement as to the amount of or liability to pay **defendant's costs**;
 - (vi) Entering into any form of alternative dispute resolution;
 - (vii) Incurring any disbursement;
- h) use their best endeavours to obtain payment of **professional fees** or **defendant's costs** from any other party who may be liable to pay those costs;
- i) repay to **us** any costs **we** have paid in the pursuit of **your claim** which may be recovered from any other party; and
- j) if required to do so by **us** or the **claims administrator** procure an assessment by the court or an appropriate professional body of the amount properly payable to the **authorised representative** for **professional fees**.

CANCELLATION

We hope **you** are happy with the cover this policy provides. However, if **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to the broker that sold it to **you** within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the **condition** that no claims have been made or are pending, **your** broker / agent will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **your** broker / agent, however no refund of premium will be payable. **We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud,
- b) Non-payment of premium,
- c) Threatening and abusive behaviour,
- d) Non-compliance with policy terms and **conditions**,
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **your** broker / **your** agent asked.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover. Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your** broker / **your** agent with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with us, as well as other insurers, in the future. If after reading this policy, this insurance does not meet with **your** requirements, please return it to **your** broker who sold **you** the policy, within 14 days of issue and **we** will refund **your** premium. Thereafter **you** may cancel the policy at any time, however, no refund of premium will be available.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to the **insured** at their last known address. Provided the premium has been paid in full the **insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

This policy is not transferable.

What to do if you have a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

Relating to the Sale of the Policy

If your complaint relates to the sale of this policy, please contact the broker or agent who arranged it.

Relating to Claims

If **you** do have any questions, concerns or complaint about the handling of a claim **you** should contact the Claims Manager at Lexelle Ltd. The contact details are:

Claims Manager
Lexelle Ltd
P.O. Box 4428
Sheffield, S9 9DD

Tel: 0114 249 3300
Email: assist@lexelle.com

In all correspondence please state that **your** insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference: **F&LALP/09/2020**.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are **insured** in a business capacity and have an annual turnover of less than 2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London, E14 9SR

Tel: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Financial services compensation scheme

Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

Tel: 0800 678 1100 or 020 7741 4100
Web: www.fscs.org.uk
Email: enquiries@fscs.org.uk



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